

Exhibit A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT DAYTON

* * *

EUGENE KLINE, et al.,

Plaintiffs,

vs.

CASE NO. 3:08-cv-408

MORTGAGE ELECTRONIC

REGISTRATION SYSTEMS, et al.,

Defendants.

* * *

Deposition of DENNIS REIMER,

Witness herein, called by the Plaintiffs for
cross-examination pursuant to the Rules of Civil
Procedure, taken before me, Stacey M. Mortsolf, a
Notary Public in and for the State of Ohio, at the
offices of Ulmer & Berne, 600 Vine Street, Suite
2800, Cincinnati, Ohio, on Friday, February 20,
2015, at 10:16 a.m.

* * *

11:30:18 1 MR. GROBMAN: -- to the first and
11:30:20 2 second foreclosures, and it relates to the
11:30:23 3 services provided in the first and second
11:30:27 4 foreclosure.

11:30:27 5 MS. BROWN: Right. The Reimer --

11:30:29 6 MR. GROBMAN: And if an outsourcer --
11:30:31 7 if an outsourcer was involved in that foreclosure,
11:30:33 8 it directly relates. You've made --

11:30:36 9 MS. BROWN: It's the services
11:30:37 10 performed by Reimer.

11:30:37 11 MR. GROBMAN: -- your objection.
11:30:38 12 Yes.

11:30:39 13 MS. BROWN: Answer to the best of
11:30:40 14 your recollection.

11:30:43 15 THE WITNESS: Repeat the question.
11:30:47 16 BY MR. GROBMAN:

11:31:00 17 Q. Were any outsourcers involved in
11:31:04 18 the services with regard to the services
11:31:09 19 provided by Reimer with regard to the Kline's
11:31:14 20 loans in the 2005 foreclosure?

11:31:16 21 A. Yes.

11:31:17 22 Q. Who were the outsourcers?

11:31:19 23 A. Rosicki.

11:31:23 24 Q. And how was Rosicki involved?

11:31:30 25 A. Rosicki is the outsourcer, the one

11:31:33 1 that sent us the foreclosure.

11:31:48 2 Q. Was there an agreement with

11:31:49 3 Rosicki?

11:31:50 4 A. If there was -- I don't recall if
11:31:53 5 there was one or not.

11:31:54 6 Q. You don't recall whether you had
11:31:56 7 an agreement with Rosicki?

11:31:57 8 A. I don't recall.

11:31:58 9 Q. How did they send you the -- why
11:32:04 10 did they send this to you?

11:32:06 11 A. We had a relationship with them
11:32:11 12 where they would send us cases.

11:32:15 13 Q. And would they send you cases for
11:32:21 14 particular clients?

11:32:23 15 A. I think at one time they sent us
11:32:26 16 HomeEq cases. At another time they sent us from
11:32:31 17 another client.

11:32:31 18 Q. And who was the other client?

11:32:33 19 MS. BROWN: Objection.

11:32:33 20 THE WITNESS: Would be Key Bank.

11:32:35 21 BY MR. GROBMAN:

11:32:38 22 Q. And how would you pay Rosicki?
11:32:40 23 Would you pay Rosicki?

11:32:41 24 A. Yes.

11:32:42 25 Q. How would you pay them?

11:32:43 1 A. They would send us a bill, and we
11:32:45 2 would pay that bill.

11:32:46 3 Q. And what services did they provide
11:32:52 4 in connection with these --

11:32:54 5 A. They would package the
11:32:57 6 foreclosure. They'd send it to us. They would
11:33:00 7 monitor the foreclosure and communicate to us
11:33:03 8 on behalf of the servicer.

11:33:08 9 Q. When you say they'd communicate on
11:33:11 10 behalf of the servicer, what does that mean?

11:33:13 11 A. Well, if we had an inquiry and
11:33:17 12 we'd present it to Rosicki, Rosicki would
11:33:20 13 present it to the servicer, who in turn
11:33:23 14 would -- and they'd notify us.

11:33:26 15 Q. So Rosicki would communicate with
11:33:29 16 the servicer?

11:33:30 17 A. Yeah.

11:33:31 18 Q. And is that the way it worked on
11:33:42 19 cases involving HomeEq?

11:33:44 20 A. There was a time when they stopped
11:33:48 21 doing -- stopped bundling the cases to us, but
11:33:53 22 that's how it would work with HomeEq at that
11:33:58 23 time.

11:33:59 24 Q. And was any outsourcer involved
11:34:05 25 with regard to the services you performed

11:34:08 1 relating to the 2007 foreclosure?

11:34:10 2 A. I thought we were -- yes. I
11:34:16 3 didn't know about the 2005 foreclosure. I
11:34:18 4 thought we were talking 2007 foreclosure.

11:34:21 5 Q. Well, let's go back to it just to
11:34:23 6 clear it up. Was there -- so you were just
11:34:27 7 talking about the 2007 foreclosure?

11:34:28 8 A. Yes.

11:34:28 9 Q. Okay. What about the 2005
11:34:31 10 foreclosure?

11:34:31 11 A. I don't know. I did not review
11:34:32 12 that file.

11:34:37 13 Q. And why didn't you review that?

11:34:39 14 A. Because that wasn't the subject
11:34:40 15 matter of this deposition to my understanding.

11:34:42 16 Q. What -- it says the services -- if
11:34:51 17 you look at Reimer A again, it says the
11:34:55 18 services performed by Reimer Lorber and the
11:34:57 19 other defendants in connection with Eugene
11:35:00 20 Kline's first and second mortgage loans and the
11:35:02 21 compensation received therefor. Is there any
11:35:06 22 limitation there?

11:35:08 23 A. The limitation as I understand
11:35:09 24 it -- and I hate to get into legal arguments
11:35:11 25 with you because I'm not handling the legal

17:06:15 1 (Thereupon, an off-the-record
17:06:32 2 discussion was had.)

17:06:32 3 BY MR. GROBMAN:

17:06:33 4 Q. 303, have you seen this document
17:06:52 5 before?

17:06:52 6 A. Yes.

17:06:52 7 Q. Can you tell me what it is?

17:06:54 8 A. That's the bill from Rosicki.

17:06:57 9 Q. And so if I understand it
17:06:59 10 correctly, Rosicki bills you?

17:07:06 11 A. Yes.

17:07:06 12 Q. And what are they billing you here
17:07:21 13 for? What's an outsource management fee?

17:07:23 14 A. What they do, outsource managing
17:07:26 15 fee is the client gives them certain
17:07:28 16 responsibilities with regard to our cases. We
17:07:31 17 have to correspond with them. Sometimes it's
17:07:34 18 correspondence. In this case I know for a fact
17:07:36 19 there were billings that we had to go through
17:07:38 20 them on, and that's what their management fee
17:07:41 21 is.

17:07:41 22 Q. And is this the regular outsource
17:07:47 23 management fee that they charge?

17:07:48 24 A. I'm pretty sure they charge this
17:07:51 25 in every case, yes.

17:11:40 1 usually based on -- this is all across the
17:11:42 2 board here, is usually you're following the
17:11:44 3 Fannie Mae guidelines.

17:11:45 4 Q. Wouldn't it be a little unusual to
17:11:48 5 have a relationship of this type with the
17:11:52 6 Rosicki firm and not have a written agreement
17:11:59 7 with them?

17:12:00 8 MS. BROWN: Objection.

17:12:03 9 THE WITNESS: I don't have a
17:12:04 10 relationship with the Rosicki firm. The
17:12:06 11 relationship is with HomEq. They're the ones that
17:12:09 12 are going to pay my bill, not Rosicki.

17:12:12 13 BY MR. GROBMAN:

17:12:12 14 Q. So you had no agreement of any
17:12:15 15 type with Rosicki?

17:12:16 16 MS. BROWN: Objection.

17:12:16 17 THE WITNESS: The only thing we paid
17:12:18 18 Rosicki was \$200 and that's what they charged us.
17:12:21 19 We had no fee arrangement with Rosicki whatsoever,
17:12:25 20 period. None.

17:12:36 21 BY MR. GROBMAN:

17:12:37 22 Q. It offends me when you
17:12:38 23 mispronounce that.

17:12:39 24 A. That would offend me, too.

17:12:44 25 Q. Not that I know the correct way to